

745 PAGE 185

Date of Note and this Instrument: 01-23-95

Southaven, MS. ASSIGNMENT OF THIS INSTRUMENT RECORDED IN

NO. 955 PAGE 342

(a) Amount of loan (amount financed) \$ 46,262.40. Total of payments \$ 46,262.40

(b) The total amount of finance charge is \$ 18,262.40 , being an annual percentage rate of 10.9900 %

(c) Schedule of payments: One monthly payment of \$ 385.52 beginning on 02-27-95

and 1 remaining monthly payments in the amount of \$ 385.52 payable on the same date of each succeeding month with the final installment due 01-27-2005.

(d) The security for this loan is this deed of trust constituting a lien on the following described land and property, situated in DeSoto County, Mississippi, described as:

Lot 221, Section C, DeSoto Woods Subdivision, in Section 1, township 2, Range 8, as appears of record in Plat Book 7, Page 15, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This being the same property conveyed to Warren Wood, Jr. and wife, Brenda D. Wood, from Martha D. French, by deed dated September 26, 1986, recorded September 29, 1988 in Book 189, Page 448, in the Chancery Clerk's Office of DeSoto County, Mississippi

Parcel No: 2081-01020-00221

Property also known as : 858 Neshoba, Horn Lake, Mississippi

STATE MS.-DESGTO CO.
FILED

Appointment of Successor Trustee of this
instrument Recorded in real estate TD

Book No. 857 Page 311

This 19 day of Sept, 1976

W. E. Davis
B. Cleveland Clerk

JAN 24 4 34 PM '95

BK 745 PG 185
W.F. DAVIS CH. 211

Wm. P. Atkinson

For good consideration, Borrower conveys and warrants to Trustee the property described in (d) above, subject to the following terms:

1. This conveyance is in trust to secure the prompt payment of the indebtedness described in (a) and (c) above. If all indebtedness secured hereby shall be promptly paid as and when due, then this conveyance shall be null and void; otherwise, it shall remain in full force and effect.
2. Borrower shall pay all taxes and other charges levied against the property and shall keep the improvements insured by a company authorized to do business in Mississippi, against loss or damage by fire, storm or other hazards in an amount equal to the balance of the indebtedness due the Lender with a standard mortgage clause in favor of Lender.
3. Borrower will not abandon property or commit waste or allow waste to be committed. Borrower shall make all needed repairs to keep the property in a condition equal to its present status.
4. Upon Borrower's failure to pay any taxes, insurance premium, or cost of repairs, the Lender may pay the same or make such repairs; and costs thereof will become a part of the debt hereby secured with interest at the highest lawful rate, payable on demand.
5. Borrower shall be in default upon the happening of any of the following events: (a) Default of any obligation secured hereby or in the performance of any covenant contained herein; (b) If this deed of trust is subordinate to any other deed of trust or lien of any kind, default in the payment of such prior deed of trust or lien; or (c) Upon Lender reasonably deeming itself to be insecure. Except where prohibited by law, Lender will not allow assumption of this obligation on its original terms by a subsequent purchaser.
6. Upon default, Lender may declare the entire unpaid balance secured hereby with interest and other proper charges, immediately due and payable. At the request of Lender, Trustee shall sell the property and land according to Mississippi law. Lender may purchase at such sale. From the proceeds of the sale, Trustee shall pay, in the following order; first a Trustee's fee of 10%; second, he shall pay any necessary expenses in protection of the security; third, he shall pay in the order of their maturity all items of indebtedness secured hereby; fourth, the balance shall be paid to the holder of any subordinate deed of trust; and lastly, any balance shall be paid to the Borrower.
7. Lender may charge Borrower a penalty for prepayment of the debt secured by this Deed of Trust an amount not greater than (a) Five percent (5%) of the unpaid principal balance if prepaid during the first year; (b) Four percent (4%) of the unpaid principal balance if prepaid during the second year; (c) Three percent (3%) of the unpaid principal balance if prepaid during the third year; (d) Two percent (2%) of the unpaid principal balance if prepaid during the fourth year; (e) One percent (1%) of the unpaid principal balance if prepaid during the fifth year.
8. Lender may appoint another person to act as Trustee herein, and such Substituted Trustee, shall have all authority and powers invested in the original Trustee.
9. Any waiver by Lender of any default shall not operate as a waiver of any other default or the same default on a further occasion.
10. The provisions of this Deed of Trust are severable, and, if for any reason, any provision of this Deed of Trust shall be declared invalid or unenforceable then such provision or provisions shall be considered as not written and the remainder of this Deed of Trust shall remain valid and enforceable.
11. The term "Borrower" shall mean all persons signing below, each of whom shall be jointly and severally liable hereunder.

WITNESS our signatures this the 23rd
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
 Book 170 Page 170 BOOK.

Witness _____ NO. 955 PAGE 343
Witness _____ THIS THE 8 DAY OF Dec, 19 97.

W. E. Duns
By M. Calni, Dc CHANCERY CLERK

day of February 1973

Borrower WARREN WOOD, JR.

Borrower BRENDA D. WOOD

Borrower _____

CONTINUED ON REVERSE SIDE

File# 895-0032

MS-2-60, Rev. 12/88
Control No. 90725025

STATE OF MISSISSIPPI

COUNTY OF DeSoto

BOOK

745 PAGE 186

Personally appeared before me, the undersigned authority in and for the aforesaid county an.

WARREN WOOD, JR. and wife BRENDA D. WOOD

that they signed and delivered the foregoing instrument on the date and year therein mentioned.

Witness my hand and seal of office this 23rd day of January, 1995

My Commission Expires:

COMMISSION EXPIRES OCT. 12, 1997

NOTARY PUBLIC



STATE OF MISSISSIPPI

COUNTY OF

Personally appeared _____, one of the subscribing witnesses to the foregoing instru-

ment who, being first duly sworn, deposeth and saith that he (she) saw the within named _____
whose names are subscribed thereto, sign and deliver the same to the said Trustee; that he (she), this affiant, subscribed his (her) name as a witness
thereto in the presence of the said _____

GIVEN under my hand and official seal, this the _____ day of _____, 19____.

My Commission Expires:

NOTARY PUBLIC